

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

Between

Complainant

Francisco Garcia Sotomayor
Chalets de la Playa, Apt. 201
Vega Baja, Puerto Rico 00693

And

Respondents

Board of Directors Chalets de la Playa Condominium
No. 1, Calle 686, Bo. Puerto Nuevo Vega Baja Puerto Rico 00693

CASE NUMBER: 02-09-0549-8

A. PARTIES AND SUBJECT PROPERTY

Complainant

Mr. Francisco Garcia Sotomayor, (hereinafter referred to as the Complainant), belongs to a class of persons who are protected from unlawful discrimination under the Fair Housing Act. The Complainant resides with his parents at Chalets de la Playa Condominium, Apartment 201 in Vega Baja, Puerto Rico. The Complainant is mobility impaired.

Respondents

Respondent is the Board of Directors of Chalets de la Playa Condominium.

B. STATEMENT OF FACTS

Complainant's Allegations

A complaint was officially filed on April 6, 2009, with the United States Department of Housing and Urban Development (the Department). The Complainant alleges that the Club Houses of the Condominium have second floors without elevators and he cannot attend the meetings and activities because he is mobility impaired. The Complainant alleges that on January 24, 2009 after the Annual Assembly a Christmas festivity activity was held at one of the Club Houses of the complex and all the food and beverages were upstairs in the second floor and he was not able to equally participate at the activity.

Respondent Defenses

The Respondent denied all the allegations.

C. TERMS OF AGREEMENT

This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of five (5) years from the effective date of the Agreement.

D. EFFECTIVE DATE

The parties expressly agree that this Agreement is neither a binding contract to the Act, unless and until such time as it is approved by the Department, through the Fair Housing and Equal Opportunity (FHEO), Region II Director, or his or her designee.

This Agreement shall become effective on the date on which it is approved by the Department's FHEO Region II Director, New York, or his or her designee.

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read, and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The Department acknowledges that this Agreement does not constitute, and shall not be construed as an admission by the Respondent of any violation of any Federal, State, or local civil rights, statute, law, ordinance or regulation.
2. Respondent acknowledges that he or she has an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has a complaint, testified, or participated in any manner in a proceeding under the Act. Respondent further acknowledge that any subsequent retaliation or discrimination against the Complainant constitutes both material breach of this agreement, and it is a statutory violation of the Act.
3. This Agreement, after it has been approved by the FHEO Region II Director, or his or her designee, is binding upon Respondent, his employees, heirs, successors and assigns and all others in active with him in the ownership or operation of the subject property.
4. It is understood, that pursuant to Section 810(b) (4) of the Act, upon approval of this Agreement by the FHEO Region II Director, or his or her designee, it is a public document.
5. This Agreement does not in any way limit or restricts the Department's authority to investigate any other complaint-involving Respondent made pursuant to the Act, or any other complaint within the Department's jurisdiction.
6. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved, and signed by the (FHEO), Region II, Director.

7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consent to this Agreement, the original executed signature pages to be attached to the Agreement to constitute one document.
8. The Complainant hereby forever waives, releases and covenants not to sue the Department or Respondent, the Board President, and the Board of Directors of Chalets de la Playa Condominium or his heirs, executors, assignees, agents, employees, partners, and attorneys with regard to any, and all claims, damages, and injuries of whatever nature whatever presently known or unknown, arising out of the subject matter of HUD'S Title VIII Case Number 02-09-0549-8, or which could have been filed in any action or suit arising from said subject matter. The Complainant agrees not to accept, recover, or receive any monetary damages or any other form of relief, which may arise out of or in connection with any administrative remedies, which may be files with or pursued independently by a governmental agency or agencies, whether federal, state or local.
9. The Respondent hereby forever waives releases and covenants not to sue the Department or Complainant, Mr. Francisco Garcia Sotomayor its heirs, executors, assignees, and attorneys with regard to any, and all claims, damages, and injuries of whatever presently known or unknown, arising out of the subject matter of HUD's Case Number 02-09-0549-8 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR THE COMPLAINANT

The Respondent agrees to conduct all the Board Association meetings and activities in the first floor of the Condominium Club Houses in an accessible area so that Complainant can attend the Board meetings and all other activities of the complex without limitations.

G. RELIEF IN THE PUBLIC INTEREST

The Respondent agrees that in accordance with the Fair Housing Act they shall not discriminate in the terms and conditions in the administration of the Condominium, or deny a reasonable accommodation, to any resident because of a disability of a person residing in or intending to reside in that project.

H. MONITORING

The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with the dispositions of this Agreement.

I. REPORTING AND RECORDKEEPING

To document compliance with the terms of this Agreement, the Respondent commits to submit the following:

The Respondent will send a letter confirming that the agreed conditions have been fulfilled to the following address within 30 days after the execution of this Agreement:

U.S. Department of Housing and Urban Development
San Juan Field Office
Attention: Diana Ortiz, FHEO

235 Federico Costas Street, Suite 200
Parque Las Américas I
San Juan, Puerto Rico 00918

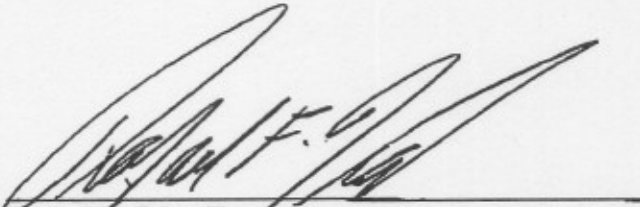
J. CONSEQUENCES OF BREACH

Whenever the Department has reasonable cause to believe that the Respondent has breached this Agreement, the matter may be referred to the Attorney General of the United States Department of Justice, to commence a civil action in the appropriate U.S. District Court, pursuant to §§ 810© and 814 (b) (2) of the Act.

K. SIGNATURES

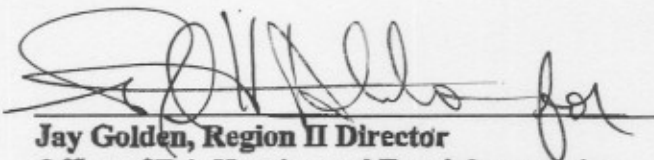
Francisco García Sotomayor, Complainant
Chalets de la Playa Apt.201
Vega Baja Puerto Rico 00693

6/10/09
Date

L. APPROVAL

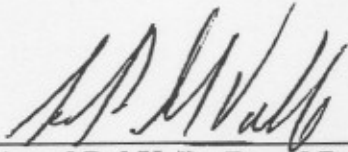
Rafael F. Díaz-Fuentes
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity
San Juan, Puerto Rico

6/10/09
Date




Jay Golden, Region II Director
Office of Fair Housing and Equal Opportunity
New York Regional Office of FHEO

6/11/09
Date

M. SIGNATURE

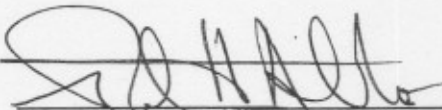
Angel Del Valle, Board President
For all parties named Respondent
Calle 686 Bo. Pto. Nuevo Vega Baja
Puerto Rico 00693

6/2/2009
Date

N. APPROVAL

Rafael Diaz-Fuentes
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity
San Juan, Puerto Rico

6/11/09
Date



Jay Golden, Region II Director
Office of Fair Housing and Equal Opportunity
New York Regional Office of FHEO

6/11/09
Date